

Aimee P. Levine (AL-4386)  
 James M. Lenaghan (JL-6473)  
 d'ARCAMBAL, LEVINE & OUSLEY, LLP  
 40 Fulton Street, Suite 1005  
 New York, New York 10005  
 (212) 971-3175

UNITED STATES DISTRICT COURT  
 SOUTHERN DISTRICT OF NEW YORK

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METROPOLITAN LIFE INSURANCE	:	<b>ECF FILING</b>
COMPANY,	:	
	:	Civil Action No. 07:7310 (GBD)
	:	
Plaintiff,	:	Honorable George B. Daniels
- against-	:	
	:	
KATHRYN CLAIRE CAMPBELL,	:	
CATHERINE LEE WERNER, AND	:	
SHARON CAMPBELL,	:	
	:	
Defendants.	:	
	X	

**OPPOSITION TO MOTION BY DEFENDANTS KATHRYN CLAIRE CAMPBELL  
 AND SHARON CAMPBELL TO DISMISS OR STAY THE COMPLAINT OF THE  
 PLAINTIFF IN INTERPLEADER AND CROSS-MOTION FOR INJUNCTION  
 AGAINST STATE COURT ACTION AND TO DEPOSIT FUNDS IN  
 INTERPLEADER**

For the reasons stated in the accompanying Memorandum of Points and Authorities, Plaintiff in Interpleader METROPOLITAN LIFE INSURANCE COMPANY (“MetLife”), hereby moves for an Order pursuant to 28 U.S.C. §§1335 and 2361. Plaintiff seeks an Order denying the September 7, 2007 Motion to Dismiss or Stay filed by Defendants Kathryn Claire Campbell and Sharon Campbell, in that this Court is the appropriate forum for this Interpleader action. In addition, Plaintiff cross-moves for an Order for a permanent injunction against any of the Defendants proceeding with the case involving the same disputed proceeds in CV07-1631 in State of Nevada, Washoe County, Second Judicial District Court (“the Nevada action”) or any

other action involving the proceeds in the case at bar. By answering the Complaint and filing a Cross-Claim and Counterclaim, Defendant Catherine Werner appears to concur in the position that this Court is the proper forum and that the Nevada action should not proceed.

None of the Defendants reside in Nevada, MetLife is a resident of New York, and at the time of the filing of this action Defendant Kathryn Claire Campbell was also a resident of New York. MetLife paid the 70% of the proceeds due to Defendant Catherine Werner on the death of her husband, Cole Campbell. Because of conflicting factual and legal claims, MetLife could not determine which Defendants were entitled to the remaining 30% of the proceeds.

As a courtesy to the parties, MetLife gave Defendants ample time to avoid litigation and substantial legal fees that would deplete the estate. After several months, MetLife forwarded correspondence to Defendants allowing them thirty (30) additional days to resolve the matter. A copy of said correspondence is attached as Exhibit A to Plaintiff's Memorandum of Law filed today. Instead Defendant Kathryn Claire Campbell filed the Nevada action within the thirty (30) day period, compelling MetLife to file this Complaint in Interpleader in this proper federal forum.

MetLife also cross-moves for an Order under the federal interpleader statute to deposit the amount of the life insurance benefits at issue in this interpleader action, i.e., \$307,968.77 (plus applicable interest, if any), into the Court. Further, Plaintiff MetLife is entitled to the attorneys' fees and costs incurred in bringing this Complaint in Interpleader

Dated: November 9, 2007

Respectfully Submitted,

**d'ARCAMBAL, LEVINE & OUSLEY, LLP**

  
By: Aimee P. Levine (AL-4386)  
James M. Lenaghan (JL-6473)  
40 Fulton Street, Suite 1005  
New York, New York 10005  
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Attorneys for Plaintiff  
METROPOLITAN LIFE INSURANCE  
COMPANY

CERTIFICATE OF SERVICE

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I certify that copies of the within Opposition and Cross-Motion were served by first class mail on John T. Morin and Sean O'Leary, Esquires and Eugene Killian, Jr. and Ryan Milun, Esquires, Counsel for Defendants, on November 9, 2007.

  
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James M. Lenaghan